Appointment of Receiver.—An application for the appointment of a receiver for a corporation was opposed on the ground that its misfortunes were due to the wrongful conduct of the applicant. The New Jersey Court of Chancery, in McMullin *v.* McArthur Electric Manufacturing Co., 68 Atlantic Reporter, 97, considered the sufficiency of this claim to defeat the application, and decided that any creditor, however unworthy, had a statutory right to apply for a receiver, and that upon such application the court must ascertain the necessity of a receiver to enable the corporation to resume its business with safety to the public and advantage to its stockholders, and, if necessary, to appoint one.

Turntables.—In Conrad *v.* Baltimore, etc., R. Co. (Supreme Court of Appeals of West Virginia, March 24, 1908), reported in 61 S. E. 44, the court repudiated the doctrine of the Turntable cases as declared in Railroad Co. *v.* Stout, 17 Wall. 657, and followed the decision of the Supreme Court of Virginia in Walker's Adm'r *v.* Railroad Co., 105 Va. 226, 53 S. E. 113, 4 L. R. A. (N. S.) 80, 115 Am. St. Rep. 871, decided March 22, 1906.

Sleeping Car Regulation Not Valid Exercise of Police Power.—A law was enacted in Wisconsin providing that any one paying for a double berth in a sleeping car should have the right to direct whether the upper berth should be open or closed unless actually occupied. In State *v.* Redmon, 114 Northwestern Reporter, 137, it was held by the Wisconsin Supreme Court not to be a valid exercise of police power, and unconstitutional, as its operation was made dependent on the wills of the occupants of lower berths.

Right of Street Railroad to Grant Free Transportation.—The Oklahoma Constitution provides that no transportation company shall issue free tickets except to certain designated persons. The list did not include firemen, policemen, mail carriers, etc. In Oklahoma City *v.* Oklahoma Ry. Co., 93 Pacific Reporter, 48, the Supreme Court of Oklahoma held that the above provision did not prohibit a municipality from granting franchises to street railways on condition that such persons should be carried free of charge.

Frenzied Finance.—A cereal company of Michigan organized with a capital of $500,000 alleged to be fully paid up. It appeared that it consisted of $2 cash and a breakfast food formula of the supposed value of $499,998. A portion of the stock was sold, and the proceeds turned in to the firm. The corporation was adjudged a bankrupt, and the trustee brought action against the stockholders to enforce contribution for payment of creditors. A demurrer to the complaint

was overruled; the Michigan Supreme Court intimating that payment for stock should have been by property of substantial value. It is reported as Wood *v.* Sloman, 114 Northwestern Reporter, 317.

Foreign Correspondence School as Engaged in Interstate Commerce.—The Supreme Court of Wisconsin in the case of International Text-Book Co. *v.* Peterson, 113 Northwestern Reporter, 730, holds that carrying out a contract for furnishing text-books and instruction by a foreign correspondence school does not constitute interstate commerce.

Removal of Fixtures on Sale of Property.—In Brunswick Construction Co. *v.* Burden, 101 New York Supplement, 716, defendant sold his dwelling house to plaintiff on condition that he might "remove all fixtures attached to said premises." He subsequently carried away mantels and hinges, made to match the furniture, and parquet flooring laid over a permanent floor. In an action brought for damages to the freehold, the New York Supreme Court held that they were not distinctively realty, and refused to grant any relief.

Misstatement of Opinion of Court by Newspaper as Contempt.—A newspaper published a misstatement of an opinion handed down by the Supreme Court of Rhode Island. In contempt proceedings therefor the paper alleged that the error was unintentional. The court held its good intentions afforded no excuse in view of the fact that its act in attempting to state the law was purely volantary, but allowed it to purge itself by publishing the opinion in the contempt case on its editorial page where the former article appeared. The decision is reported as In re Providence Journal Co., 68 Atlantic Reporter, 428.

Recovery of Payment Made by Mistake.—The parties to the case of Johnson *v.* Saum, 114 Northwestern Reporter, 618, had made a settlement of their accounts. It appeared that plaintiff was indebted to defendant for $540, in payment of which plaintiff transferred to defendant a mare. Subsequently plaintiff found that he was mistaken in supposing himself indebted to defendant, and brought action for the recovery of $540. Defendant offered to prove that the mare was worth not more than $30, which offer the court refused, and plaintiff recovered judgment for $465. The Supreme Court of Iowa held that recovery should have been limited to the value of the mare, expressing the devout hope that the unfortunate mare, which had twice made the journey from the trial court and back again, might not be again compelled to repeat the dreary round, and suggested to her sponsors that the game was not worth the candle.

Liability of Directors for Wrongful Payment of Dividends.—In an